18A

BOOK 11058 PAGE 855

This Instrument Prepared By:
John C. Clavio
McDonald's Corporation
One McDonald's Plaza
Oak Brook, IL 60523

SPECIAL WARRANTY DEED

Name and Address of New Owner(s):	**Send Tax Bills To:**	**Map-Parcel Number(s) 161-263**
OH&E, LLC 424 Church Street, Ste 1506 Nashville, TN 37238-2700	Same	

FOR AND IN CONSIDERATION of the sum of TEN AND NO/100 DOLLARS ($10.000) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, McDONALD'S CORPORATION, a Delaware corporation, ("Grantor"), has bargained and sold, and hereby transfers and conveys to OH&E, LLC, a Tennessee limited liability company ("Grantee"), its successors and assigns, certain real property in Davidson County, Tennessee, as more particularly described on Exhibit A attached hereto.

Without limitation of any other provision hereof, said property is conveyed specifically subject to a restriction prohibiting the Premises from being used for restaurant purposes for a period of twenty (20) years from the date of this deed and the matters described on Exhibit B attached hereto.

TO HAVE AND TO HOLD said property, together with the appurtenances, hereditaments, estate, title and interest thereto belonging, to Grantee, its successors and assigns, forever.

Grantor covenants and binds itself and its successors and assigns to warrant specially and defend forever the title to said property to Grantee, its successors and assigns, against the lawful claims of all persons claiming through or under Grantor (excluding claims arising out of the matters set forth on Exhibit B, but no further otherwise.

Whenever used herein, the singular shall include the plural and the plural the singular and the use of any gender shall be applicable to all genders

0472875
IDENTIFICATION REFERENCE

98 AUG 10 AM 11:33

IN WITNESS WHEREOF, the undersigned Grantor has caused this instrument to be executed this 6th day of August 1998.

McDONALD'S CORPORATION
a Delaware corporation

By: _____
Joseph R. Thomas, Vice President

STATE OF ILLINOIS)

COUNTY OF DUPAGE)

I hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater, is $125,000.00.

_____
Affiant

Sworn to and subscribed before me this 4 day of August, 1998.

_____
Notary Public

My Commission Expires:
5/30/01

OFFICIAL SEAL
ELLEN L LOESS
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 05/30/01

STATE OF ILLINOIS)

COUNTY OF DUPAGE)

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared Joseph R. Thomas, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Vice President of McDONALD'S CORPORATION, the within named bargainor, a Delaware corporation, and that he as such Vice President executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Vice President.

WITNESS my hand, at office, this 4 day of August, 1998

_____
Notary Public

My Commission Expires:
5/30/01

OFFICIAL SEAL
ELLEN L LOESS
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 05/30/01

Land in Davidson County, Tennessee, being Lot No. 4, on the Plan of Nippers Corner, as shown on plat of record in Plat Book 7900, page 299, in the Register's Office of Davidson County, Tennessee, to which plat reference is hereby made for a more particular description.

Being the same property conveyed to McDonald's Corporation, by Deed of Record in Book [illegible] page [illegible] Register's Office for Davidson County.

EXHIBIT A

Subject To:

1. 1998 Taxes, a lien, which are not yet due and payable. Tax parcel 161/263.

2. If improvements are completed after January 1 of any year, the Law requires supplemental assessment for the year in which improvements are completed as defined by Statute. The Company assumes no liability for taxes assessed by correction pursuant to the provisions of TCA 67-S-603, et seq.

3. Harmless Agreement in Book 8890, page 48.

4. Declaration of Reciprocal Easements and Restrictive Covenants of record in Book 8481, page 863.

5. Easement(s) to State of Tennessee, as set forth in instrument recorded in Book 7859, page 389.

6. Easement(s) to State of Tennessee, as set forth in instrument recorded in Book 7859, page 392.

7. Easement(s) to McDonald's of Hawaii Development Company, as set forth in instrument recorded in Book 8525, page 978.

8. Easement(s) to McDonald's of Hawaii Development Company, as set forth in instrument recorded in Book 8525, page 983.

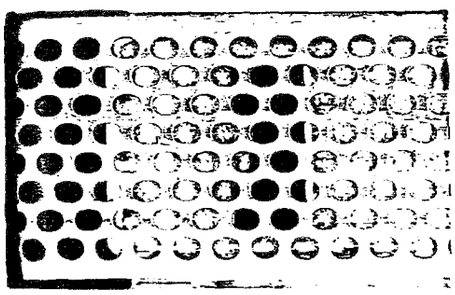
9. Easement Agreement recorded in Book 8890, page 55.

10. Storm Water Detention Agreement recorded in Book 8325, page 951.

11. All matters shown on Plat recorded in Book 7900, page 299.

4744 06/10 0101 03CHECK 481.50

EXHIBIT B



OFFICIAL RECEIPT
FELIX Z. WILSON, II
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

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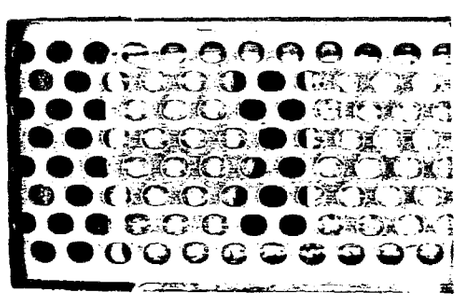
CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID

CAMT
125000.00
CON TX 462.50
PRFEE 1.00
WDEED 16.00
CFEE 2.00
OTHER
CHECK 481.50

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK 481.50

08/10/98 01 11:33 0001 4744



0472875
IDENTIF. # REFERENCE
98 AUG 10 AM 11:33
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

No. 1330310